

## AMENDMENT TO LEASE #2 LEASE RENEWAL

This Amendment to Lease is made this 3rd day of September, 2008 by and between Betty Brown Casey Trust ("Landlord"), and Montgomery County, Maryland, ("Tenant"), (both entities together, the Parties);

### WITNESSETH

Whereas, Landlord and Tenant entered into a certain Lease dated March 19, 1998, ("the Lease"), covering 3352 rentable sq. ft. of commercial space located at 800 South Frederick Avenue, #201, Gaithersburg, Maryland 20877, which is due to expire May 31, 2008:

Whereas, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Whereas, the parties now wish to extend the Lease to expire May 31, 2013, upon the terms and conditions hereinafter set forth:

1. The Tenant has been on a month-to-month tenancy since June 1, 2008

2. The Parties wish to extend the lease term for an additional (five) 5 years which will begin June 1, 2008 at the rental rates listed below:

<u>6/1/08 - 5/31/09</u>	Year 1	\$ 26.45 sq. ft.	\$ 7388.37 monthly	\$ 88658.88 yearly
<u>6/1/09 - 5/31/10</u>	Year 2	\$ 26.45 sq. ft.	\$ 7388.37 monthly	\$ 88658.88 yearly
<u>6/1/10 - 5/31/11</u>	Year 3	\$ 27.24 sq. ft.	\$ 7609.04 monthly	\$ 91308.48 yearly
<u>6/1/11 - 5/31/12</u>	Year 4	\$ 27.24 sq. ft.	\$ 7609.04 monthly	\$ 91308.48 yearly
<u>6/1/12 - 5/31/13</u>	Year 5	\$ 28.00 sq. ft.	\$ 7821.33 monthly	\$ 93856.00 yearly

3. Tenant may cancel this agreement at any time after the 3<sup>rd</sup> lease year by providing Landlord with a 120 days written notification at anytime after the 3<sup>rd</sup> lease year. → First Notice possible 6/1/11 to terminate 9/30/11 = 121 days

4. The person executing this Amendment on behalf of the Landlord is authorized to do so, and his/her signature on this Amendment is sufficient to bind the Landlord.

5. Mail Notices: Section 34 of the Lease dated March 18, 1998 is hereby amended by deleting the Tenant's Address in its entirety and adding the following in lieu thereof:

COUNTY: Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, Maryland 20850

With a copy, that does not constitute Notice to:

Montgomery County, Maryland  
Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect and are hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, Landlord and Tenant duly executed this Amendment on the day and year first above written.

SIGNATURE TO FOLLOW ON NEXT PAGE

WITNESS:

By: Penny Mitchell

LANDLORD:

BETTY BROWN CASEY TRUST

By: Ed W. Case

Title: Property Manager

Date: Aug 19, 2008

WITNESS

By: Debbie Richards

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: Diane R. Schwartz Jones  
Diane R. Schwartz Jones, Assistant  
Chief Administration Officer

Date: 9/3/08

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

By: Vileen S. Brennan

Date: 8/1/2008 SAB

RECOMMENDED BY:

By: Cynthia L. Brenneman  
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 7/30/08